

CERTIFICATE OF PURCHASE

NO. 8702



Sale No. 831

Sales Report No.

STATE LAND DEPARTMENT OF THE STATE OF ARIZONA,
OFFICE OF STATE LAND COMMISSIONER

WHEREAS, on the 16th day of JANUARY

A. D., 1962,

ROOSEVELT WATER CONSERVATION DISTRICT

purchased from the State of Arizona, the

following described

"L"

land, to-wit:

THAT PORTION OF LOTS THREE (3), FOUR (4), AND THE EAST HALF OF THE SOUTH-WEST QUARTER (E $\frac{1}{2}$ SW $\frac{1}{4}$), MORE PRECISELY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE S 89° 24' E, AND ALONG SOUTH LINE OF SAID SECTION, 712.71 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 11° 09' E, 2,199.94 FEET TO A POINT BEING THE BEGINNING OF A CURVE TO THE LEFT; THENCE NORTHERLY AND ALONG SAID CURVE TO THE LEFT 347.16 FEET TO A POINT; THENCE N 89° 29' W, 100.00 FEET TO A POINT; THENCE N 0° 31' E, 116.89 FEET TO A POINT OF INTERSECTION WITH THE EAST-WEST MID-SECTION LINE; THENCE S 89° 29' E, AND ALONG SAID MID-SECTION LINE 289.44 FEET TO A POINT; THENCE S 0° 50' 27" E, 2,629.23 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION; THENCE N 89° 24' W, AND ALONG SAID SOUTH LINE, 678.24 FEET TO THE TRUE POINT OF BEGINNING, EXCEPTING AND RESERVING UNTO THE UNITED STATES RIGHTS-OF-WAY FOR DITCHES AND CANALS CONSTRUCTED BY THEIR AUTHORITY, AND SUBJECT TO ANY EXISTING EASEMENTS OR RIGHTS-OF-WAY OF RECORD.

ONE HUNDRED THIRTY-FOUR THOUSAND AND NO/100 - - - (\$ 134,000.00) Dollars,
of which the said purchaser, ~~has~~ being the former owner of said improvements, has paid to the said State Land
Department the sum of

NONE (\$ 00) Dollars, leaving a balance due of

NONE (\$ 00) Dollars;

AND WHEREAS, the Classification and Appraisal fee payable by the said purchaser amounts to the sum of

TWO THOUSAND SEVEN HUNDRED FIFTY-TWO AND 72/100 - (\$ 2,752.72) Dollars;
of which there has been paid to the said State Land Department the sum of TWO THOUSAND SEVEN
HUNDRED FIFTY-TWO AND 72/100 - - - (\$ 2,752.72) Dollars, leaving a balance due of

NONE (\$ 00) Dollars;

NOW, THEREFORE, the said purchaser, ROOSEVELT WATER CONSERVATION DISTRICT

ITS heirs or assigns, will be entitled to have and receive a Patent from the State of Arizona to the land here-
inbefore described, upon surrendering this Certificate and fully complying with all the terms and conditions here-
in contained, and the payment of all sums remaining due as set forth herein, and complying with all the provi-
sions of law.

CONDITIONS

The purchaser agrees to pay all taxes, water assessments or charges which may be assessed against said land, or
the water right thereto; that any right to the use of water appurtenant to or existing upon the lands shall be so
maintained by him as to prevent the forfeiture or abandonment of said right; that all taxes levied against the land
and all construction and maintenance charges in connection with any United States reclamation project, from and
subject to which the lands shall receive water, will be promptly paid, and all other acts will be performed to in-
sure the acquisition and maintenance of said rights and the use of said water; provided, that if the successful irri-
gation of any such lands susceptible of irrigation from works constructed or controlled by the United States govern-
ment should not be dependent upon said irrigation works, it shall not be necessary to acquire and maintain such
water rights thereon.

The purchaser agrees that he will permit no loss or cause any waste in, to, or upon said land.

The purchaser, if not in default as to any payments specified herein, and who has kept and performed all the
conditions imposed by law and this Certificate of Purchase, may, only with the written consent of the State Land
Commissioner, assign his right, title and interest under this Certificate.

The purchaser of improvements upon said lands, from the owner of said improvements, when not fully paid for
by the purchaser shall, at all times, during the life of this Certificate of Purchase, keep the insurable improve-
ments adequately insured for the benefit of the State of Arizona, as required by Section Sixty, Chapter Five, Sec-
ond Special Session of the Second Legislature of the State of Arizona, and commonly designated as the Public
Land Code of the State of Arizona. The policies covering said insurance shall be deposited with the State Land
Commissioner.

This Certificate of Purchase is issued subject to any and all easements or rights of way heretofore legally ob-
tained and now in full force and effect.

The STATE OF ARIZONA RESERVES ONE-SIXTH PART OF all Gas, Oil, Metals and Mineral rights.

It is further agreed and understood by and between the parties hereto that the purchaser of the above described
land hereby acknowledges that the water and water rights amounting to shares now and
hereafter used upon said land, said water rights being represented by Certificate No. of the

Company, and all rights and interests represented thereby,
or existing by reason thereof, are to be inseparably appurtenant to said land, and are subject to all the conditions
set forth in this contract, including the forfeiture clause of the Certificate of Purchase.

This instrument is executed subject to all conditions, requirements and provisions of the Public Land Code of
the State of Arizona, passed at the Second Special Session of the Second Legislature of the State of Arizona.

Time is an essential element in the premises, and the purchaser agrees, in accepting this Certificate, to make the
payments as specified herein, failing in which this Certificate of Purchase will be subject to forfeiture as provided
by law. Said payments of principal and interest shall be made at the time and in the amounts specified in fol-
low, to-wit:

**PAYMENTS DUE THE STATE OF ARIZONA
FOR LAND**

The first installment, in the sum of \$ 131.04, on the purchase price of said land, together with interest at the rate of five per cent per annum on the whole amount of the unpaid principal, will be due and payable on the 16th day of JANUARY A. D., 19 63. Subsequent yearly installments in the sum of \$ 130.89 together with interest at the rate of five per cent per annum on the whole amount of unpaid principal, will be due and payable, as follows, to-wit: On the 16th day of JANUARY each and every year from and including the year A. D., 19 64, to and including the year A. D., 19 67.

FOR IMPROVEMENTS

The first installment, in the sum of \$, on the purchase price of said improvements, together with interest at the rate of six per cent per annum on the whole amount of the unpaid principal, will be due and payable on the day of A. D., 19 . Subsequent yearly installments, in the sum of \$, together with interest at the rate of six per cent per annum on the whole amount of unpaid principal, will be due and payable as follows, to-wit: On the day of each and every year from and including the year A. D., 19 to and including the year A. D., 19 .

FOR CLASSIFICATION AND APPRAISEMENT FEE

Yearly installments on the Classification and Appraisal fee in the sum of \$, together with interest at the rate of five per cent per annum on the whole amount of unpaid principal, will be due and payable as follows, to-wit: On the day of each and every year from and including the year A. D., 19 to and including the year A. D., 19 .

IN WITNESS WHEREOF, the State Land Commissioner has affixed his signature at Phoenix, State of Arizona, on the 8 day of February, A. D., 19 62, and the said

ROOSEVELT WATER CONSERVATION DISTRICT

the purchaser herein, has affixed its signature at Higley, State of Arizona, on the 26th day of January, A. D., 19 62.

By

(Sign here)

Roosevelt Water Conservation District

By

P. O. Address P. O. Box 268, Higley, Arizona

INSTRUCTIONS

The statutes provide that all installments must be paid in advance and the Purchaser, accordingly, is hereby notified to make said payments on or before the dates above given. Payments should be by draft, check or money order favor State Land Department. Currency or specie should not be received except by registered mail. Payments must be accompanied by duplicate tax receipts or other statement by the collecting agency as evidence that all taxes are paid to date.

NOTE

Should the Purchaser desire to assign this Certificate and his rights thereunder he must do so upon the regular assignment and assumption blanks which will be sent him on request by the State Land Commissioner. Assignments made upon other than the blanks furnished by the Commissioner will not be considered, nor will any assignment be recognized without the consent and approval of the State Land Commissioner. When transmitting assignment papers, this Certificate should be sent to the Commissioner in order that his consent may be noted thereon.

No. 1

**STATE LAND DEPARTMENT
State of Arizona**

CONSENT TO ASSIGNMENT OF CERTIFICATE OF PURCHASE

Office of the State Land Commissioner,

The application, C. P. T. No. , of

for permission to assign Certificate of Purchase No. , and the application of

for the assumption of said Certificate of Purchase having been duly considered this day of A. D., 19 , consent is hereby given for the assignment applied for and it is ordered that the said Certificate of Purchase No. and all rights thereunder be and are hereby transferred to the said

STATE LAND DEPARTMENT,

State Land Commissioner.

By

Deputy State Land Commissioner.

No. 2

**STATE LAND DEPARTMENT
State of Arizona**

CONSENT TO ASSIGNMENT OF CERTIFICATE OF PURCHASE

Office of the State Land Commissioner,

The application, C. P. T. No. , of

for permission to assign Certificate of Purchase No. , and the application of

for the assumption of said Certificate of Purchase having been duly considered this day of A. D., 19 , consent is hereby given for the assignment applied for and it is ordered that the said Certificate of Purchase No. and all rights thereunder be and are hereby transferred to the said

STATE LAND DEPARTMENT,

State Land Commissioner.

By

Deputy State Land Commissioner.

Filed and recorded at the request of
on the day of

A. D., 19

minutes past

o'clock

M.

Recorder.

RWCD000032